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NOTES OF CASES.

Negotiable Instruments—Payment of Check to Presenter of a Pass Book by Savings Bank.—Payment by a savings bank of a forged check bearing a signature similar to that of the depositor, to one who presents the depositor's pass book, there being nothing to arouse the suspicion of the teller, or to put him upon inquiry, as to the genuineness of the check, is held in *Langdale v. Citizens' Bank* (Ga.), 69 L. R. A. 341, not to make the bank liable in a suit by the depositor to recover the money so paid, where a rule of the bank provides that payment to a person presenting a pass book shall be good and valid, unless the pass book has been lost and notice in writing given to the bank before such payment is made. With this case is an extensive note on the subject of liability of savings banks for payments to fraudulent claimants.

Common Carrier—Delay in Transit of Goods—Damage by Act of God.—A carrier who negligently delays a shipment is held, in *Bibb Broom Corn Co. v. Atchison, T. & S. F. R. Co.* (Minn.), 69 L. R. A. 509, to be liable for the damages, where, because of such delay, the goods are overtaken in transit and damaged by an act of God, even though the act of God could not reasonably have been anticipated.

Right of Railway Company to Exclude Hackmen from Its Station.—A railway company which has made an arrangement with a transfer company to furnish at its passenger station all the vehicles necessary for the accomodation of the passengers arriving there on its trains, or on the trains of other railroad companies using the station, is held, in *Donovan v. Pennsylvania Co.* U. S. Advance Sheets, 91, to have the right to exclude from the station and depot grounds all other hackmen or cabmen seeking entrance for the purpose of soliciting for themselves the custom or patronage of passengers.

Ice on Sidewalk—Owners Duty When Tenant Is in Possession.—Owners of property in possession of tenants are held, in *New Castle v. Kurtz* (Pa.), 69 L. R. A. 488, not to be bound to keep watch to see that ice dangerous to travel does not form on the walks in front of it, which are properly constructed and in proper repair, where their negligent construction of their building does not contribute to its formation.

Homicide—Police Officers Killing in an Attempt to Make an Arrest.—A police officer who kills a person whom he is attempting to arrest is held, in *State v. Coleman* (Mo.), 69 L. R. A. 381, to be guilty of a criminal offense if he uses more force than is reasonably necessary to effect his purpose.